## TIFFANY & BOSCO

2525 EAST CAMELBACK ROAD

The party obtaining this order is responsible for noticing it pursuant to Local Rule 9022-1.

ORDERED.

IT IS HEREBY ADJUDGED and DECREED this is SO

Dated: March 31, 2011



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**SUITE 300** 

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U.S. Bankruptcy Judge

Mark S. Bosco 6

State Bar No. 010167 Leonard J. McDonald

State Bar No. 014228

Attorneys for Movant

10-55915

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IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

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IN RE: 13

14 Paul Anthony Casilio

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No. 2:10-bk-39002-RJH

Chapter 13

**ORDER** 

(Related to Docket #27)

Debtor. U.S. Bank National Association, as Indenture Trustee for CMLTI 2006-AR1 Movant, VS. Paul Anthony Casilio, Debtor, Edward J. Maney, Trustee. Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real property which is the subject of a Deed of Trust dated March 8, 2005 and recorded in the office of the Maricopa County Recorder wherein U.S. Bank National Association, as Indenture Trustee for CMLTI 2006-AR1 is the current beneficiary and Paul Anthony Casilio has an interest in, further described as: Lots 140, of FINAL PLAT OF SONORAN FOOTHILLS PARCEL 14/15, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 604 of Maps, page 23 EXCEPTING all uranium, thorium or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, as reserved in the Patent to said land IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against Debtors if Debtors' personal liability is discharged in this bankruptcy case. IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter to which the Debtor may convert.